



STATE OF IOWA
MASTER AGREEMENT

MA# 005 CT3009 2

EFFECTIVE BEGIN DATE: 07-01-2006
EXPIRATION DATE: 06-30-2007
PAGE: 1 of 4

BUYER : JEANETTE CHUPP
Jeanette.Chupp@iowa.gov
515-281-6288

FOB FOB Ship Pt, Freight Allowed

PAYMENT TERMS (%): DAYS:

VENDOR:

Canberra Industries Inc
PO Box 27746

New York, NY 10087-7746
USA

VENDOR CONTACT:

JIM PEARSALL

PHONE: 203-639-2176

EXT:

EMAIL:

VENDOR #: 06160725600

DESCRIPTION OF ITEMS CONTRACTED

Radiation identification and monitoring equipment.

Contract for radiation identification and monitoring equipment per RFQ0706588040, 41 and 42 of June 2006.

Contact Person: Sonja Guglielmo

Phone 203-639-2562 or FAX 203-235-1347

E-Mail: sguglielmo@canberra.com

Manufacturer's Warranty: 1-Year Return-To-Factory Warranty

For warranty work contact Amy Miniter at phone 203-639-2041 or E-Mail address aminiter@canberra.com

Pricing firm thru June 30, 2007, and thereafter subject to change annually at the same dollar value increase verified by the Manufacturer's Published Price List.

Note: Contract is renewable for 4 additional terms of 12-months each.

RENEWAL PERIODS

FROM 07-01-2007 TO 06-30-2008

FROM 08-01-2007 TO 07-31-2008

FROM 08-02-2007 TO 08-01-2008

FROM 08-02-2008 TO 08-01-2009

THRESHOLDS

MINIMUM ORDER AMOUNT:

MAXIMUM ORDER AMOUNT:

NOT TO EXCEED AMOUNT:

AUTHORIZED DEPARTMENT

588 Public Health, Dept Of

TOTAL \$0.00

VENDOR:

APPROVED BY:

THIS MA IS SUBJECT TO THE TERMS AND
CONDITIONS ATTACHED HERETO.
PLEASE SEE ATTACHMENTS FOR
FURTHER DESCRIPTIONS.



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LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
1	0.00000	EA	89850 Radiation Measuring Equipment: Ionization Chambers, X-Ray Fi CANBERRA Model No. IN1KS-2N Radiation / Isotope Identifier with Gamma and Neutron Detection capabilities. 1-Year, Return-to-Factory Warranty	\$11,115.000000 \$0.000000
2	0.00000	EA	89855 Radiation Monitoring Equipment and Shielding Materials: Badg CANBERRA Model No. MRAD213 Personal Radiation Monitor (PRD) 1-Year, Return-to-Factory Warranty	\$568.000000 \$0.000000
3	0.00000	EA	89850 Radiation Measuring Equipment: Ionization Chambers, X-Ray Fi CANBERRA Model No. EM77022 Alpha / Beta / Gamma Contamination Meter 1-Year, Return-to-Factory Warranty	\$561.000000 \$0.000000
4	0.00000		89850 Radiation Measuring Equipment: Ionization Chambers, X-Ray Fi	\$0.000000 \$0.000000
5	0.00000		96258 Professional Services (Not Otherwise Classified) Freight Charges added to invoice.	\$0.000000 \$0.000000



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TERMS AND CONDITIONS

Incorporation

The Request for Proposal and/or bid documents for this project and the vendor's proposal in response to the RFP or Bid together with any clarifications, attachments, appendices, or amendments of the State or the Vendor are incorporated into this Contract by reference as if fully set forth in this Contract.

Remedies upon Default

In any case where the vendor has failed to deliver or has delivered non-conforming goods and/or services, the State shall provide a cure notice. The notice to cure shall state the maximum length of time the vendor has to cure. If after the time period stated in the notice to cure has passed, the vendor continues to be in default, the State may procure goods and/or services in substitution from another source and charge the difference between the contracted price and the market price to the defaulting vendor. The State's Attorney General shall be requested to make collection from the defaulting vendor.

Force Majeure

Force majeure includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the party affected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent. These provisions of force majeure also apply to subcontractors or suppliers of the Vendor. Force majeure does not include financial difficulties of the Vendor or any associated company of the Vendor, or claims or court orders that restrict the Vendor's ability to deliver the goods or services contemplated by this Agreement. Neither the Vendor nor the State shall be liable to the other for any delay or failure of performance of this Agreement caused by a force majeure, and not as a result of the fault or negligence of a party.

Subcontractors

The successful vendor shall be responsible for all acts and performance of any subcontractor or secondary supplier that the successful vendor may engage for the completion of any contract with the State. A delay that results from a subcontractor's conduct, negligence or failure to perform shall not exempt the vendor from default remedies. The successful vendor shall be responsible for payment to all subcontractors and all other third parties.

Termination-Non-Appropriation

Notwithstanding any other provision of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State to appropriate funds, discontinuance or material alteration of the program for which funds were provided, then the State shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration.

Immunity of State/Fed Agencies

The vendor shall defend and hold harmless the State and Federal funding source for the State of Iowa from liability arising from the vendor's performance of this contract and the vendor's activities with subcontracted and all other third parties.

Assignment

Vendors may not assign contracts or purchase orders to any party (including financial institutions) without written permission of the General Services Enterprise - Purchasing.

Anti-Trust Assignment

For good cause and as consideration for executing this purchase order, the vendor, through its duly authorized agent, conveys, sells, assigns, and transfers to the State of Iowa all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Iowa, relating to the particular goods or services purchased or acquired by the State of Iowa pursuant to the using State of Iowa agency.

Delivery and Acceptance

When an award has been made to a vendor and the purchase order issued, deliveries are to be made in the following manner.

A. Deliveries - All deliveries are to be made only to the point specified on the purchase order. If delivery is made to any other point, it shall be the responsibility of the vendor to promptly reship to the correct location. Failure to deliver procured goods on time may result in cancellation of an order or termination of a contract at the option of the State.

B. Delivery Charges - All delivery charges should be to the account of the vendor whenever possible. If not, all delivery charges should be prepaid by vendor and added to the invoice.

C. Notice of Rejection - The nature of any rejections of a shipment, based on apparent deficiencies disclosed by ordinary methods of inspection, will be given by the receiving agency to the vendor and carrier within a reasonable time after delivery of the item, with a copy of this notice to the General Services Enterprise - Purchasing. Notice of latent deficiencies which would make items unsatisfactory for the purpose intended may be given by the State of Iowa at any time after acceptance.

Delivery and Acceptance (cont)

D. Disposition of Rejected item - The vendor must remove at the vendor's expense any item rejected by the State. If the vendor fails to remove that rejected item, the State may dispose of the item by offering the same for sale, deduct any accrued expense and remit the balance to the vendor.

E. Testing After Delivery - Laboratory analysis of an item or other means of testing may be required after delivery. In such cases, vendors will be notified in writing that a special test is being made and that payment will be withheld until completion of the testing process.

Title to Goods

The vendor warrants that the goods purchased hereunder are free from all liens, claims or encumbrances.

Indemnification

To the extent that goods are not manufactured in accordance with the State's design, the vendor shall defend, indemnify and hold harmless the State of Iowa, the State's assignees, and other users of the goods from and against any claim of infringement of any Letter Patent, Trade Names, Trademark, Copyright or Trade Secrets by reason of sale or use of any articles purchased hereunder. The State shall promptly notify the vendor of any such claim.

Nondiscrimination

The vendor is subject to and must comply with all federal and state requirements concerning fair employment and will not discriminate between or among them by reason of race, color, religion, sex, national origin or physical handicap.

Warranty

The vendor expressly warrants that all goods supplied shall be merchantable in accordance with the Uniform Commercial Code, Section 2-314 and the Iowa Code, Section 554.2314.

Taxes



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The State of Iowa is exempt from the payment of Iowa sales tax, motor vehicle fuel tax and any other Iowa tax that may be applied to a specified commodity and/or service. Contractors performing construction activities are required to pay state sales tax on the cost of materials. The Iowa Department of Revenue exemption letter will be furnished to a vendor upon request.

Hazardous Material

All packaging, transportation, and handling of hazardous materials shall be in accordance with applicable federal and state regulations including, but not limited to, the Material Safety Data Sheet provision of O.S.H.A. Hazard Communication Standard 29CFR 1910.1200, and Iowa Administrative Code, Chapter 567.

Public Records

The laws of the State of Iowa require procurement records to be made public unless exempted by the Code of Iowa.

Miscellaneous

The terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this contract shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If however, jurisdiction is not proper in Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, providing that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability, which may be available to the State of Iowa.

If any provision of this contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

Records Retention

The vendor shall maintain books, records, and documents which sufficiently and properly document and calculate all charges billed to the State of Iowa throughout the term of this Agreement for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The vendor shall at, no charge, permit the Auditor of the State of Iowa, or any authorized representative of the State (or where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government) to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of the vendor relating to orders, invoices, or payments documentation or materials pertaining to this Agreement.

Independent Contractor

The vendor is an independent contractor performing services for the State of Iowa, and as such shall not hold itself out as an employee or agent of the State.

Performance Monitoring

For all service contracts, the requirements of Iowa Code sections 8.47 shall be incorporated into final terms and conditions of the contract.

RFQ0706588040 ... #IN1KS-2N .. Minimum Order Qty: 1 each
RFQ0706588041 ... #MRAD213 .. Minimum Order Qty: 25 each
RFQ0706588042 ... #EM77022 .. Minimum Order Qty: 2 each

In the event the Vendor extends the **OPTION** to hold Quoted Pricing firm thru June 30, 2007, and the State accepts the option to issue a contract for future purchases, in addition to the immediate purchase, the following additional terms shall apply to the resulting contract:

1-A. AWARD OF CONTRACT for future purchases.

In addition to the above award for a quantity of two (2) for immediate purchase, the State reserves the option to also issue a contract for future purchases to be made strictly on an as-needed basis, if this option is available under the same Vendor/product/pricing.

2-A. Immunity from Liability / Indemnification

Every person who is a party to this quote is hereby notified and agrees the State of Iowa is immune from liability and suit for or from Vendor's activities involving third parties and arising from this quote. The Vendor agrees to jointly and severally indemnify and hold the State of Iowa, its successors and assigns, harmless from and against all liability, loss, damage or expense, including reasonable attorney's fees which the State may incur or sustain by reason of the failure of the selected Vendor to fully perform and comply with the terms and obligations of a resulting contract.

3-A. Termination

The State of Iowa shall have the option to terminate the resulting contract with 30 days advance written notice, without cause.

4-A. Contact Pricing

Pricing issued for an annual contract shall be firm thru June 30, 2007, and thereafter subject to change annually at the same dollar value increase verified by the manufacturer's published price list.

5-A. Contract Term.

In the event an annual contract is awarded, the initial contract term shall be from July 1, 2006, thru June 30 2007. A resulting contract shall be renewable for four (4) additional terms of 12-months each, at the mutual agreement of both parties.

6-A. Shipment Quantity. See Above.

7-A. Estimated Annual Requirement

We have no estimate of the future annual requirements of a resulting contract. Products shall be ordered strictly on an as-needed basis with no minimum or maximum quantities required.

REQUEST FOR QUOTE FORM

Quote Number 0706588040

Quotations are due on or before

3:00 P.M., June 3, 2006



Iowa Department of
Administrative Services
General Services Enterprise

Quotes must be submitted in hard-copy
via mail, or fax #515-242-5974

Quote Form Page 1 of 1
Purchasing Agent: Jeanette Chupp

- 1.) Review the attached entire quote specification package
- 2.) Complete and return the 1-page "Request for Quote" Form, the 2-Page "Attachment A." (with changes made which are applicable to the product offered) and the manufacturer's specification/drawing of the product offered via U.S. Mail or FAX #515-242-5974

Complete Pricing for Immediate Purchase below:

Quantity: 1 each ... **Radiation /Isotope Identifier with Gamma
and Neutron Detection Capabilities**
per the attached specifications..... \$ 11,115.00

Specify Product Offered:Manufacturer Name: Canberra, Model Number: IN1KS-2NManufacturer's Warranty Period: 1-Year Return-to-Factory WarrantyFor Warranty Work Contact: Name: Amy MiniterPhone: 203/639-2041 or FAX: _____E-Mail: aminiter@canberra.com

Quantity: 1 Each.... **15-day Delivery Charge**..... \$ 15.00

NOTE: Delivery of 1 each Identifier required prior to June 30, 2006.

Complete Vendor Information below:

Authorizing Signature: _____

Print Authorizing Signature Name: Sonja GuglielmoCompany Name Typewritten: Canberra Industries, Inc.Mailing Address: 800 Research Parkway, Meriden, CT 06450Phone: (203) 639-2562FAX: (203) 235-1347E-Mail Address: sguglielmo@canberra.com Payment Terms: Net 30 days.Federal Employment Identification Number: 06-1607256Delivery will be made in one (1) shipment within 30 calendar days after receipt of order.

NOTE: The Bid Response Package shall include:

- 1- Page, Request for Quote Form, completed in the manner requested
- 2- Page, Attachment A., with changes made which are applicable to the product offered
- 1-Each, Manufacturer's Technical Specifications and drawing of the Model Offered

Optional: Check One: ☒ Yes, or ☐ No. Pricing above will be held firm thru June 30, 2007 in the event the Dept. of Health would like to issue a contract for future purchases in the quantity of one (1) each, to be made strictly on an as-needed basis.

REQUEST FOR QUOTE FORM**Quote Number 0706588041****Quotations are due on or before****3:00 P.M., June 2, 2006****Iowa Department of
Administrative Services
General Services Enterprise****Quotes must be submitted in hard-copy
via mail, or fax #515-242-5974****Quote Form Page 1 of 1
Purchasing Agent: Jeanette Chupp**

- 1.) Review the attached entire quote specification package
- 2.) Complete and return the 1-page "Request for Quote" Form, the 2-Page "Attachment A." (with changes made which are applicable to the product offered) and the manufacturer's specification/drawing of the product offered via U.S. Mail or FAX #515-242-5974

Complete Pricing for Immediate Purchase below:**Quantity: 25 each ... Personal Radiation Monitor (PDR)
per the attached specifications...\$ 568.00 each X 25 = \$ 14,200.00****Specify Product Offered:****Manufacturer Name:** Canberra, **Model Number:** MRAD213
Manufacturer's Warranty Period: 1-Year Return-to-Factory
For Warranty Work Contact: Name: Amy Miniter
Phone: 203/639-2041 **or FAX:** _____
E-Mail: aminiter@canberra.com**Quantity: 1 Each.... 15-day Delivery Charge..... \$ 30.00****NOTE: Delivery of 25 each PRD's required prior to June 30, 2006.****Complete Vendor Information below:****Authorizing Signature:** [Signature]
Print Authorizing Signature Name: Sonja Guglielmo
Company Name Typewritten: Canberra Industries, Inc.
Mailing Address: 800 Research Parkway, Meriden, CT 06450
Phone: (203) 639-2562 **FAX:** (203) 235-1347
E-Mail Address: sguglielmo@canberra.com **Payment Terms:** Net 30 days.
Federal Employment Identification Number: 06-1607256
Delivery will be made in one (1) shipment within 30 **calendar days after receipt of order.****NOTE: The Bid Response Package shall include:**

- 1- Page, Request for Quote Form, completed in the manner requested
- 2- Page, Attachment A., with changes made which are applicable to the product offered
- 1 -Each, Manufacturer's Technical Specifications and drawing of the Model Offered

**Optional: Check One: ☒ Yes, or ☐ No. Pricing above will be held firm thru June 30, 2007
in the event the Dept. of Health would like to issue a contract for future purchases
in the quantity of one (1) each, to be made strictly on an as-needed basis.**

REQUEST FOR QUOTE FORM**Quote Number 0706588042****Quotations are due on or before****3:00 P.M., June 1, 2006**

Iowa Department of
Administrative Services
General Services Enterprise

Quotes must be submitted in hard-copy
via mail, or fax #515-242-5974

Quote Form Page 1 of 1

Purchasing Agent: Jeanette Chupp

- 1.) Review the attached entire quote specification package
- 2.) Complete and return the 1-page "Request for Quote" Form, the 2-Page "Attachment A." (with changes made which are applicable to the product offered) and the manufacturer's specification/drawing of the product offered via U.S. Mail or FAX #515-242-5974

Complete Pricing for Immediate Purchase below:**Quantity: 2 each ...Alpha / Beta / Gamma Contamination Meter****per the attached specifications... \$ 561 each X 2 = \$1,122****Specify Product Offered:****Manufacturer Name:** Canberra **Model Number:** EM77022**Manufacturer's Warranty Period:** 1-Year Return-to-Factory**For Warranty Work Contact: Name:** Amy Miniter**Phone:** 203/639-2041 **or FAX:** _____**E-Mail:** aminiter@canberra.com**Quantity: 1 Each.... 15-day Delivery Charge..... \$ 15.00****NOTE: Delivery of 2 each Meters required prior to June 30, 2006.****Complete Vendor Information below:****Authorizing Signature:** [Signature]**Print Authorizing Signature Name:** Sonja Guglielmo**Company Name Typewritten:** Canberra Industries, Inc.**Mailing Address:** 800 Research Parkway, Meriden, CT 06450**Phone:** (203) 639-2562 **FAX:** (203) 235-1347**E-Mail Address:** sguglielmo@canberra.com **Payment Terms:** Net 30 days.**Federal Employment Identification Number:** 06-1607256**Delivery will be made in one (1) shipment within _____ calendar days after receipt of order.****NOTE: The Bid Response Package shall include:**

- 1- Page, Request for Quote Form, completed in the manner requested
- 2- Page, Attachment A., with changes made which are applicable to the product offered
- 1 -Each, Manufacturer's Technical Specifications and drawing of the Model Offered

Optional: Check One: ☒ Yes, or ☐ No. Pricing above will be held firm thru June 30, 2007**In the event the Dept. of Health would like to issue a contract for future purchases****In the quantity of two (2) each, to be made strictly on an as-needed basis.**

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